

Supplier Code of Conduct

January 2023



The PG&E Supplier Code of Conduct (Code) sets forth the principles and standards of conduct that PG&E expects suppliers, their employees, subcontractors and sub-suppliers to meet in the provision of goods and services to the Company. To support compliance with this Code, suppliers shall ensure that the Code is shared with all individuals assigned to perform work for or on behalf of PG&E, and that all PG&E-related tasks are executed by individuals with the skills, expertise and certifications necessary to uphold the principles and meet the standards of the Code.

In this Code the term "PG&E" refers to PG&E Corporation and its affiliates and subsidiaries, including Pacific Gas and Electric Company.

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A message from Brooke Reilly



At PG&E Corporation and Pacific Gas and Electric Company (together, PG&E), we understand that a strong commitment to ethics and compliance is the foundation of a successful business. We strive to ensure that every business decision is guided by our Purpose and Virtues, including our commitment to operate with the highest safety and ethical standards.

We are committed to ethical business conduct and compliance with applicable laws, regulations and policies. We expect our contractors, consultants, suppliers and vendors (collectively, "Suppliers") to share this commitment. This includes promoting and ensuring a strong safety culture and reporting concerns.

The PG&E Supplier Code of Conduct (Code) sets forth the principles and standards of conduct that Suppliers, as well as their employees, subcontractors and sub-suppliers, must adhere to as they provide goods and services to PG&E. Suppliers are responsible for ensuring:

1. This Code is shared with all individuals assigned to perform work for or on behalf of PG&E
2. Any work performed for or on behalf of PG&E is done in full compliance with this Code, PG&E's internal standards and procedures, all applicable laws and regulations, and in accordance with the highest standards of ethical business conduct
3. Any work performed for or on behalf of PG&E is done by trained individuals with the skills, expertise and certifications necessary to complete the job in a safe and compliant manner

Suppliers are encouraged to raise questions or concerns about safety, compliance or ethical concerns that arise while working for or on behalf of PG&E with their PG&E business contact. Suppliers may also contact PG&E's toll-free Ethics and Compliance Helpline 1-888-231-2310 to report activities that they believe may be illegal or unethical or to raise concerns about questionable accounting or auditing matters. Please see the "Raising Concerns" section of this Code for additional contact methods.

We regard our supplier base as critical to delivering our Purpose, operations and future success, and we appreciate your commitment to making safety, ethics and compliance top priorities in your work with PG&E.

Brooke Reilly

Vice President and Chief Procurement Officer,
Pacific Gas and Electric Company

OUR PURPOSE:

Delivering for our hometowns
Serving our planet
Leading with love

OUR VIRTUES:

Trustworthy
Empathetic
Curious
Tenacious
Nimble
Owners



OUR STANDS:

PEOPLE

Everyone and everything is always safe.
Catastrophic wildfires shall stop.
It is enjoyable to work with and for PG&E.

PLANET

A healthy environment and carbon-neutral energy system shall be the reality for all Californians.

PROSPERITY

Our work shall create prosperity for all customers and investors.

STANDARDS OF CONDUCT



Ethical business conduct

PG&E expects all Suppliers to behave ethically and comply with all applicable laws, regulations, policies and the Supplier Code of Conduct.

- **Business Integrity:** Suppliers are obligated to demonstrate the same level of integrity that is expected of PG&E employees by doing business honestly and avoiding even the appearance of impropriety. Suppliers shall prohibit any form of fraud, bribery, corruption, extortion or embezzlement. Suppliers must neither offer nor accept bribes, kickbacks, facilitation payments or any other similar inducements with the expectation of favored treatment.
- **Criminal and Civil Claims:** Suppliers shall inform PG&E of any recent, current or pending criminal investigations or charges as well as any recent, current or pending civil litigation against it or any of its employees so that PG&E can assess its interests and the potential impacts of such investigations, claims, charges or litigation.
- **Company Records and Information Disclosures:** Accurate, reliable, retrievable and compliant records, information, data and disclosures are critical to PG&E meeting its legal, financial, regulatory and management obligations. Suppliers shall make best efforts to ensure that facts are not misstated, or material information is not omitted to PG&E. Records, information, data, disclosures and communications to PG&E shall be complete, fair, accurate, timely and understandable to the best of Suppliers' knowledge. The true nature of any transaction shall never be hidden, altered, falsified or disguised, nor any endorsements, approvals or authorizing signatures for any payment forged. Records, information, data or disclosures known to be false or misleading shall not be submitted, entered, processed or approved and shall be reported to Suppliers' PG&E business contact.



- **Records Retention and Information Management:** If Suppliers generate records, information and/or data pertaining to PG&E as a result of the work performed by Suppliers, Suppliers must ensure that they are appropriately stored, retained and transmitted back to PG&E in a manner that ensures PG&E information and data is safe, reliable, retrievable and available during its lifecycle. Applicable requirements can be identified by emailing a request for information to Enterprise_RIM@pge.com.

- **Privacy and Sensitive Information:** PG&E retains the right to monitor its assets and work environments to determine compliance with applicable federal, state and local laws. Suppliers shall not expect privacy during use of PG&E workspaces, computers, tablets, phones, voicemail, or systems that create, access, transmit or store information. Such information is accessible to PG&E even if it is password-protected, deleted by the user or in a locked area.

In addition, Suppliers must comply with privacy and information security laws, including but not limited to the California Consumer Privacy Act ("CCPA") as amended by the California Privacy Rights Act ("CPRA") and regulatory requirements when information and data about or from customers, consumers, employees or suppliers is collected, stored, processed, transmitted and shared. Applicable requirements can be identified by emailing a request for information to ThirdPartySecurityReview@pge.com.

- **Confidential Information and Intellectual Property:** Confidential and protected information is PG&E proprietary or third-party information intended for use within PG&E that, if disclosed to or modified by unauthorized individuals, may incur negative publicity and is likely to damage PG&E financially or damage PG&E's reputation.

Confidential and protected information includes legal documents, contracts, proposals, information about a specific employee or customer (including name, address, Social Security number, phone numbers, contact names or billing data), intellectual property and trade secrets (e.g., competitive strategy, trading, investment, costs, supplier name/contract/pricing information, finance methods).

Revealing confidential or protected information obtained while working for PG&E is a violation of this Code of Conduct, PG&E contractual requirements and potentially the law. Suppliers shall report any suspected data breach immediately following detection to the IT Service Desk at [1-415-973-9000](tel:1-415-973-9000) as well as Suppliers' PG&E contact.

Confidential or protected information shall not be shared with parties internal or external to PG&E unless they have the appropriate access rights and a business need to know. Confidential or protected information shall not be used for personal gain or advantage or copied or shared without appropriate approval.



Suppliers shall maintain and protect the confidentiality, integrity and availability of information entrusted to it by PG&E, except when disclosure is legally mandated or is authorized by PG&E's Law Department or Cybersecurity Department. Applicable requirements can be identified by emailing a request for information to ThirdPartySecurityReview@pge.com. These requirements include ensuring the following:

- Suppliers' obligations to protect confidential or protected information shall continue until PG&E informs it otherwise, even after an assignment at PG&E ends.
- Suppliers shall not store PG&E internal, confidential or protected information on any device that is not PG&E owned without written PG&E approval.
- Suppliers shall label documentation developed for PG&E as "PG&E Confidential" in the footer of every document page.
- **Insider trading:** Suppliers shall not purchase or sell the securities of PG&E or any other company while in possession of material nonpublic information. "Material" means information that a reasonable investor would consider important in making an investment decision. "Nonpublic" means any information that has not been disclosed to the general public through a press release or securities filing. Suppliers also shall not disclose material nonpublic information to another person who may use that information to buy or sell PG&E's securities (i.e. "tipping").
- **Endorsements:** Subject to exceptions approved by PG&E's Marketing and Communications organization and Law Department, PG&E does not endorse products or services or the firms or individuals who supply them, and favoritism is not to be implied by testimonials or endorsements of PG&E's use of any materials, supplies, equipment or service, or by the use of its name in advertising, publicity, articles or catalogs.
- **Responsible Sourcing of Minerals:** Suppliers shall take reasonable steps to assure that the products they manufacture or contract to manufacture do not contain Conflict Minerals within the meaning of Section 1502 of the Dodd-Frank Wall Street Reform and Consumer Protection Act.
- **Responsible Procurement:** Suppliers shall take reasonable steps to ensure that products and services procured are from ethical sources and that sub-suppliers are aware of and comply with the principles of conduct in this Code.



Conflicts of interest

PG&E expects Suppliers to exercise reasonable care and diligence to prevent any actions or conditions that could result in either an actual conflict with PG&E's interests or the appearance of such conflict of interest or that may compromise the exercise of independent judgment during the execution of work for or on behalf of PG&E. Specifically:

- **Conflicting Business Interests:** While engaged in PG&E-related work, Suppliers shall not accept any employment or engage in any activity that creates a conflict of interest, or the appearance of a conflict of interest, with PG&E or in any way compromises the work that Suppliers are contracted to perform on behalf of PG&E. A conflict of interest can arise if actions are taken or if there are interests that may make it difficult for Suppliers to perform PG&E-related work objectively and effectively. Examples include, but are not limited to: working with PG&E regulators, interveners, competitors or businesses performed for or on behalf of PG&E by another division within Suppliers' organization. Any potential conflicts shall be disclosed to Suppliers' PG&E business contact. Potential conflicts must go through a PG&E executive review to obtain proper written authorization that states Suppliers are allowed to remain in the situation that could be perceived as a conflict.
- **Close Personal Relationships:** Suppliers shall disclose any close personal relationships within PG&E to their PG&E business contacts to combat the appearance of favoritism or a conflict of interest. PG&E does not tolerate favored treatment, which is using one's position to obtain preferential treatment for oneself or one's close personal relationships.



• **Gifts and Entertainment to PG&E Employees:** Giving or receiving a gift in a business setting can create a sense or appearance of obligation. A gift can be anything of value, including:

- a ticket to a sporting event, concert or play
- a round of golf
- a nonbusiness meal
- a bottle of wine
- cash
- tips
- gift cards
- a free service (car detail, parking, etc.)
- a special discount not available to all PG&E employees
- an all-expenses-paid trip to a conference or trade show
- a ticket or seat to a charitable or fundraising event given by a third-party (including for profit organizations, customers or individuals seeking to do business with PG&E)

Suppliers shall not accept from or offer gratuities or gifts to PG&E employees, other than items of no intrinsic value. Items of no intrinsic value include promotional items, such as a pen or keychain with a logo, valued at \$15 or less.

Similarly, PG&E prohibits its employees, immediate family members, contractors and consultants from accepting or giving gifts to Suppliers or similar business contacts doing business with or seeking to do business with PG&E.

Customary business meals are not considered gifts. These are routine meals that are similar in cost to PG&E employees' meals when they travel for business. Customary business meals should not be lavish, expensive or frequent.

If a PG&E employee is a guest speaker at a conference hosted by a supplier or other third party, the conference host may pay the employee's conference registration fee, in addition to customary business meals. PG&E is responsible for paying the employee's airfare, lodging and other expenses associated with attending the conference.

• **Gifts to Foreign Officials:** Suppliers must comply fully with the Foreign Corrupt Practices Act (FCPA). The FCPA prohibits giving or offering anything of value to a foreign official, inside or outside of the United States, to influence or induce the recipient to misuse their position to obtain or retain business or secure an improper advantage. Suppliers may contact the Ethics and Compliance Helpline at EthicsComplianceHelp@pge.com or their PG&E business contact with any questions, particularly concerning gifts and meals. Suppliers must maintain detailed records of all transactions involving PG&E when traveling, working and doing business in a foreign country or with a representative of a foreign country.



Health and safety

The safety of the public, employees and Suppliers is PG&E's highest priority. Working safely and in compliance with all applicable safety rules, laws, standards and procedures, including the California Occupational Safety and Health Administration (Cal/OSHA), rules and regulations (or local equivalent if outside of California), with this Code, and with any additional requirements from PG&E, is a condition of engagement as a Supplier to PG&E.

Basic safety and health expectations and requirements are set forth below. Additional requirements specific to the work undertaken by Suppliers may be specified in contractual language or by the Supplier's PG&E business contact. Pacific Gas and Electric Company's Contractor Safety Standard (SAFE 3001-S), along with other contractor safety requirements, can be found at PG&E's Purchasing Program website at https://www.pge.com/en_US/for-our-business-partners/purchasing-program/suppliers/suppliers.page?ctx=large-business.

- **Public Safety:** Suppliers shall identify and eliminate all potential public safety hazards associated with any activity, service or product or equipment/tool deployed in the execution of a service for or on behalf of PG&E. Where hazards cannot be eliminated, they shall be controlled to within acceptable regulatory limits and recognized industry best practices. Appropriate public engagement, communication and access control shall be undertaken to ensure no hazard exposure nor harm to the public. Any concerns or challenges in meeting public safety requirements shall be shared immediately with Suppliers' PG&E business contact.



- **Occupational Safety:** Suppliers shall identify workforce exposure to safety hazards via risk assessments and job safety analysis. Hazards shall be eliminated or controlled through proper design, engineering, procedural controls and ongoing safety training. Where hazards cannot be adequately controlled by these means, the workforce shall be provided with appropriate, well-maintained personal protective equipment (PPE). As critical partners in our effort to achieve zero workplace injuries, PG&E Suppliers are encouraged to report near hits and are empowered and expected to stop the job if they observe work being performed in an unsafe manner by either a PG&E employee, PG&E contractor or third party conducting PG&E-related work, or working around a PG&E facility.
- **Vehicle Safety:** Suppliers shall ensure that all vehicles used and transportation activities undertaken in the execution of PG&E business are compliant with applicable Department of Transportation (DOT) and Department of Motor Vehicles regulations and codes. When operating a vehicle for PG&E business, drivers shall carry a valid driver's license, comply with the state vehicle code and operate their vehicles safely at all times, including minimizing all distractions while driving, such as using a cellphone, and obeying all posted road regulations.
- **Industrial Hygiene:** Occupational hygiene and medical surveillance methods shall be implemented by Suppliers for all applicable work activities to identify, eliminate and/or control workforce exposure to chemical, biological and physical agents and to provide ongoing monitoring and surveillance of affected personnel. Engineering or administrative controls shall be used to control overexposures. When hazards cannot be adequately controlled by such means, the health of the workforce shall be protected by appropriate PPE and programs.

Report incidents, injuries and property damage to PG&E

Suppliers shall immediately report to their PG&E business contacts all occupational injuries and illnesses, injuries to non-employees, damage to property resulting from PG&E business activities, and any unsafe conditions that cannot be safely corrected.

Understand PG&E's Contractor Safety Program

To inquire about PG&E's Contractor Safety Program requirements, Suppliers may also email contractorsafetyinfo@pge.com.

- **Emergency Preparedness:** Suppliers shall identify potential emergency situations and events associated with the work or location of the work to be carried out for or on behalf of PG&E and minimize potential impacts by implementing the following emergency plans and response procedures, where applicable: response equipment and PPE, emergency response reporting, workforce/public notification and evacuation procedures, emergency response training and drills, appropriate fire/emergency detection and suppression equipment, adequate exit or escape paths and recovery plans.



- **Fitness for Duty:** Suppliers shall have a process in place for determining if members of their workforce are safely and efficiently able to perform the essential physical, psychological and cognitive requirements of their job without risk to self, others or the environment, and for ensuring that they are not impaired by drugs, alcohol, disabling medical conditions or fatigue. Suppliers must also comply with any other fitness-for-duty regulations that apply to the work that they are carrying out for or on behalf of PG&E, such as, but not limited to, those required by Cal/OSHA, the Nuclear Regulatory Commission or the DOT.
- **Use of Drugs and Alcohol:** The use, possession, purchase, sale, or the offer to sell, transfer, provide or share illegal drugs, or recreational and medical marijuana, during the execution of work for or on behalf of PG&E, or while on PG&E property, is prohibited, as is being in possession of, or under the influence of, medication prescribed for someone other than the prescribed patient. Suppliers are to inform their PG&E business contact if they suspect that any member of their workforce is taking prescription drugs or over-the-counter medications that could reasonably affect the ability to work safely or efficiently.

Similarly, work for or on behalf of PG&E must never be performed while under the influence of alcohol. Alcohol may not be consumed on PG&E property or while working on behalf of PG&E, including at mealtimes. Noncompliance with this requirement will result in the offending worker's termination from a project and may result in termination of a Supplier's assignment with PG&E. [Exception: PG&E Senior Officers may authorize, in advance, the consumption of alcohol for special occasions or for certain business meetings as long as such use is limited and does not violate other legal requirements, such as, but not limited to, those of the Nuclear Regulatory Commission or the DOT.] PG&E-owned, leased or rented vehicles may not be operated after consuming alcohol, even if consumption is permitted under the exception described above. Alcohol may not be transported in a PG&E-owned, leased or rented vehicle unless prior consent is obtained from the appropriate PG&E business contact.

In addition, to the extent it may be applicable to their contract terms, Suppliers shall comply with the U.S. DOT regulations for (i) commercial motor vehicle drivers, 49 CFR 382, Controlled Substances, and Alcohol Use and Testing, and (ii) for work on gas, hazardous liquid and carbon dioxide pipelines, and liquefied natural gas pipelines, 49 CFR Parts 192, 193 or 195, Control of Drug Use in Natural Gas, Liquefied Natural Gas and Hazardous Pipeline Operations. Suppliers shall establish and maintain drug and alcohol testing programs for their employees, consistent with 49 CFR Part 40, Procedures for Transportation Workplace Drug Testing Programs and 49 CFR 199, Drug and Alcohol Testing, as applicable. Suppliers shall ensure that any subcontractor hired by the Supplier to perform any portion of their work that is regulated by 49 CFR 192, 193, 195 or 382 shall also have a drug and alcohol testing program that complies with applicable DOT requirements.



- **Weapons in the Workplace:** Unless explicit authorization to do so is formally obtained from PG&E's Corporate Security Department, weapons shall not be brought onto, carried, stored or used on PG&E-owned, leased or rented property, or in a PG&E-owned, leased or rented vehicle, in a personal vehicle while on PG&E business, or at a job site, whether performing PG&E work or not. A "weapon" is a firearm, ammunition, explosive or any other device or object that could be construed as a weapon. Weapons do not include tools that are used for legitimate business purposes. Personal defense products, such as pepper spray or electric shock products that do not fire a projectile and pocketknives with a blade length under 3 inches, are exceptions and are permitted.
- **Sanitation, Food and Housing:** Where applicable, members of Suppliers' workforce shall be provided at a minimum with ready access to clean toilet facilities, potable water, and sanitary food preparation, storage and eating facilities. Where dormitories are provided by the Supplier or a labor agent, these shall be maintained to be clean and safe and provided with appropriate emergency egress, hot water for bathing and showering, adequate heat and ventilation, and reasonable personal space along with reasonable entry and exit privileges. Any Supplier providing housing for workers must also ensure that any required permits are obtained from local, state/provincial and federal/national law.



Environmental leadership

PG&E is committed to demonstrating environmental leadership through its actions, including conducting its business in full compliance with the letter and spirit of all applicable environmental laws and regulations and operating in an environmentally sensitive manner consistent with its values and Environmental Policy. PG&E requires that Suppliers operate in a similarly environmentally responsible manner, with management measures including the following:

- **Risk and Impact Identification and Management:** Suppliers shall identify, inventory and characterize all emissions, releases, wastes and natural resource use occurring during the course of operations performed for or on behalf of PG&E. Suppliers shall identify, assess, mitigate and manage potentially significant contingent risks and impacts to human health and the environment.
- **Compliance with Environmental Legal Requirements:** Suppliers must carry out operations in full compliance with the letter and spirit of all applicable environmental laws, regulations and standards. Suppliers will also comply with any additional environmental requirements specific to the products or services that they provide to PG&E as called for in design and product specifications and contract documents.
- **Pollution Prevention and Resource Preservation:** Suppliers shall identify and implement opportunities to reduce or eliminate waste and pollution at their source and to continually improve efficiency of resource and materials use.



- **Environmental and Social Justice:** At PG&E, environmental and social justice (ESJ) means making better business decisions by understanding the impacts of our activities and investments on environmental and social justice communities, while providing more sustainable, inclusive, and equitable customer solutions. Environmental and social justice communities consist of disadvantaged communities, low-income communities, and historically marginalized racial and ethnic communities who have been disproportionately impacted by environmental hazards.

This includes Incorporating environmental and social justice considerations into our operations and energy delivery and maximizing opportunities for small and diverse businesses in PG&E's supply chain. Suppliers are encouraged to develop ESJ policies and considerations in the execution of their work.

PG&E's full ESJ policy can be found at [PG&E Environmental and Social Justice Policy \(pge.com\)](#)



Supplier diversity

PG&E is committed to providing the maximum practicable business opportunities to diverse business enterprises, including small businesses, and women, minority, service-disabled veteran and LGBT-owned business enterprises. Suppliers are expected to strive for a diverse and inclusive supply chain through the utilization of diverse subcontractors and business solution partners. Through this full inclusion, PG&E and its suppliers optimize innovation, increase competition, provide better business solutions and promote economic vitality.

Suppliers are encouraged to develop robust supplier diversity programs of their own and are expected to accurately report diverse subcontracting to PG&E. Suppliers are also encouraged to support the competitive success of diverse businesses through mentorship, technical assistance training and sharing of expertise, systems and tools, among other supplier development activities.

PG&E does not promote set-asides, preferences or quotas in administering its Supplier Diversity Program.



Labor issues and human rights

PG&E expects its Suppliers to know and uphold the human rights of all workers, whether temporary or contract employees, and to treat all their workforce members with dignity and respect, providing them with safe and humane working conditions as detailed in [PG&E's Human Rights Policy](#). Expectations include the following:

- **Freely Chosen Employment:** Suppliers shall not use or participate in the exploitation of workers, or forced or involuntary labor, including human trafficking. All members of the workforce shall be free to leave the workplace or to terminate their employment at any time. No workforce member shall be required to surrender any government-issued identification, passports or work permits as a condition of employment. All fees charged to the workforce shall be disclosed upon request and excessive fees are unacceptable.
- **Child Labor:** Suppliers shall not employ any person under the minimum legal age for employment as prescribed by the relevant local authority, or under the age for completing compulsory education, whichever is greatest. Legitimate workplace apprenticeship programs, which comply with all laws and regulations, are supported. Workforce members under the age of 18 shall not perform work that may expose them to hazards.
- **Wages and Benefits:** Wage payments and benefits must comply with all applicable laws and regulations. Suppliers shall inform their workforce members of the basis on which they are paid via pay stubs or similar documentation and in a timely manner. Deductions from wages as a disciplinary measure shall not be permitted.



- **Working Hours:** Suppliers shall not require their workforce to work beyond daily and weekly work hour limits as defined and required by local, state/provincial and federal/national law.
- **Harassment-, Discrimination- and Retaliation-Free Workplace:** Suppliers shall not tolerate any form of harassment, discrimination or retaliation in any aspect of employment. This includes behavior, comments, jokes, slurs, email messages, pictures, photographs or other conduct that contributes to an intimidating or offensive environment, such as bullying, initiation activities or workplace hazing, regardless of the other person's willingness to participate.
Suppliers are to comply with applicable local, state/provincial and federal/national legal requirements prohibiting conduct that could reasonably be construed as sexual in nature, or as discrimination or harassment based on race, color, age, gender or gender identity, sex (which includes but is not limited to pregnancy, childbirth, breastfeeding or medical conditions related to pregnancy, childbirth or breastfeeding), sexual orientation, sex stereotyping, gender expression, transgender status, ethnicity, genetic information, physical or mental disability, pregnancy, religion, religious creed, political affiliation, medical condition, military and/or veteran status, protected veteran status, ancestry, national origin, citizenship, utilization of leaves of absence protected under state or federal law, union membership, domestic violence victim status, marital status or any other status protected by federal, state or local law. These, or any other non-job-related factors, shall not be used as grounds for discrimination or harassment in employment practices, including, without limitation, hiring, advancement, transfer, demotion, discipline, lay-off, termination, compensation, benefits, training, providing reasonable accommodation for persons with disabilities or religious beliefs or observances, or general workplace conduct.
Suppliers are expected to maintain a workplace where their workforce feels comfortable raising concerns, sharing ideas or requesting guidance without fear of retaliation. PG&E defines retaliation as adversely changing an employee's condition of employment without grounds or for a nonbusiness reason. Suppliers must prohibit retaliation against anyone who raises good faith concerns or has cooperated in a PG&E investigation.
- **Workplace Violence:** Acts or threats of physical violence, intimidation, harassment or coercion, stalking, sabotage, or similar activities shall not be tolerated by Suppliers. Engaging in acts or threats of violence will preclude the offending worker from working on a PG&E assignment and may result in termination of Suppliers' contract with PG&E.
- **Humane Treatment:** Suppliers shall ensure that all members of the workforce are treated with respect and that no use is made of corporeal punishment, threats of violence or other forms of physical coercion or harassment. Disciplinary policies and procedures in support of these requirements shall be clearly defined and communicated to workers.
- **Freedom of Association:** The rights of the workforce to associate freely, join or not join labor unions, seek representation and join workers' councils in accordance with local laws shall be respected and upheld by Suppliers.



Engagement with external parties

- **News Media:** No Supplier shall represent itself to the media as speaking on behalf of PG&E unless expressly authorized to do so by PG&E's Marketing and Communications Department. Any media inquiries shall be immediately referred to Marketing and Communications at [1-415-973-5930](tel:1-415-973-5930). This team is available 24 hours a day, seven days a week to act as the direct representative and liaison for PG&E to the news media. If the media asks to speak with a PG&E subject matter expert, Marketing and Communications will determine how to respond on behalf of PG&E.

In the case of an emergency, reporters arriving on the scene may try to gather information from any available source. If forced by the situation to respond to reporters, no attempt should be made to improvise an answer, to speculate or to downplay the seriousness of the situation. All reporter inquiries must be directed to PG&E Marketing and Communications personnel and, if they are not available, then to the 24-hour Marketing and Communications line at [1-415-973-5930](tel:1-415-973-5930).



- **Public Officials:** In the ordinary course of business, Suppliers may interact with federal, state, and/or local government agencies and/or their employees. However, interactions with government agencies, officials and employees are often regulated by campaign finance, lobby disclosure and government ethics and gifting laws. Before attempting to influence any election or government agency decision on behalf of PG&E, before offering a gift, which includes anything of value, or before hiring or making any payment to a public official or employee on behalf of PG&E, Suppliers shall confer with the State and Regulatory Affairs, Compliance Risk and Operations team at PoliticalCompliance@pge.com. Providing anything of value to a government employee, such as for favorable treatment, is strictly prohibited and may be considered a bribe or a violation of PG&E's contractual commitments.
- **Example 1:** Supplier must obtain a routine city or county permit before beginning work for PG&E and pay a fee to the appropriate local government agency. As long as Supplier follows the standard procedure and does not offer any gift (including a cup of coffee), job or payment to a public official or employee, Supplier does not need to contact the State and Regulatory Affairs Compliance, Risk, and Operations team.
- **Example 2:** Supplier needs to rent space near a PG&E job and learns that a public official or employee who must approve the PG&E job owns the space Supplier would like to rent. If Supplier plans to bill the rent to PG&E, Supplier must contact the State and Regulatory Affairs Compliance, Risk, and Operations team before taking any further steps.
- **Example 3:** Supplier has been asked to appear before a government agency hearing on behalf of PG&E. Supplier must contact the State and Regulatory Affairs Compliance, Risk, and Operations team.
- **Communication restrictions for current/former government employees:** Suppliers shall ensure that it understands and enforces post-government-employment ethics requirements applicable to employees or contractors who were previously, or are concurrently, government employees or contractors. These requirements place restrictions on interactions and communications executed on behalf of PG&E or Supplier with government entities. Restrictions and requirements also apply to consultations on matters on which the current or former government employee is working or previously worked while in government.



- **Social Media:** Suppliers shall have processes in place to ensure that the use of social media^{*} by their workforce or representing agents does not negatively affect PG&E's reputation. Processes should specifically ensure against the following:
 - Representation of any content in any social media regarding PG&E without prior written approval of PG&E Marketing and Communications.
 - Posting content about PG&E staff or personnel, shareholders, customers, vendors, affiliates or competitors that is derogatory or in contravention of any standards in this Code of Conduct.
 - Making business commitments involving PG&E.
 - Posting photographs or video of PG&E's premises, processes, personnel, operations or products without prior written PG&E approval.
 - Use of PG&E's logos, trademarks or proprietary graphics in a way that suggests representation of PG&E.
- **Customers:** PG&E is committed to ensuring that all its customers have a positive experience when working with company employees and Suppliers. While working for or on behalf of PG&E, Suppliers must ensure that:
 - Clothing worn by workforce members is professional and appropriate to the type of work being performed.
 - All workforce members conduct themselves in a professional manner.
 - Customers and property owners are provided with accurate information.
 - Photo identification is carried at all times, with a willingness to show it to customers.

If unsure about the appropriate attire for the worksite or about the type of information to provide to a customer, Suppliers should discuss the matter with their PG&E business contact.

If a utility customer has additional or detailed questions about the work being performed, Suppliers should refer them to Pacific Gas and Electric Company's toll-free Customer Service phone number, [1-800-PGE-5000](tel:1-800-PGE-5000), then update the relevant PG&E business contact.

* Social media activity includes:

- All types of posts and other communications on the Internet
- Posts on social networking sites (such as Facebook, Twitter, Yammer, LinkedIn, etc.)
- Blogs and other online journals and diaries
- Bulletin boards and chat rooms



General management and administration

- **Employment Eligibility:** Suppliers must confirm with PG&E that Suppliers' employees are eligible to work with PG&E prior to assigning PG&E work to them. Suppliers also agree to have background checks of its employees conducted by a reputable third party to provide proof of work-eligibility (within privacy restrictions) to PG&E upon request. Suppliers may not assign PG&E work to employees who have not undergone a background check.
- **PG&E Assets:** PG&E assets such as computers, telephones and cell phones, fax machines, copy machines, conference rooms, vehicles, construction equipment, tools and similar assets are for PG&E use only, unless explicit permission to use them has been secured in advance from the appropriate PG&E business contact.



- **Computer and System Security:** Suppliers who have access to PG&E's information systems are responsible for ensuring the security of those systems by identifying and complying with applicable PG&E information and cybersecurity policies and standards available from Suppliers' PG&E business contact. Applicable requirements can be identified by emailing a request for information to ThirdPartySecurityReview@pge.com. Requirements include ensuring the following:
 - Computer accounts, passwords and other types of authorization are assigned to individual authorized users and must not be shared with or divulged to others. Authorized users will be held accountable for all actions taken using their access credentials.
 - Internet access is not used to conduct personal business, play computer games, gamble, conduct political campaigns or for personal gain.
 - Sexually suggestive or explicit material, gaming, file sharing or other inappropriate files or websites are not downloaded or accessed.
 - Inappropriate or pirated content is not stored on PG&E equipment.
 - Only approved, authorized and properly licensed software is used on PG&E computer systems.
 - Only PG&E-owned computers and equipment are used to connect to PG&E networks.
 - Personal devices are not physically or wirelessly attached to PG&E computers.
 - No attempts are made to circumvent or attack security controls on a computer system or network.
 - PG&E-issued equipment is protected from unauthorized access and theft at all times, including locking the computer screen when the computer is left unattended and physically locking laptops when left unattended.
 - For those using mobile assets, PG&E's Mobile Computer & IT Asset Management Policies and Standards state PG&E's requirements, which Suppliers are responsible to implement. Applicable requirements are available to Suppliers by emailing a request for information to ThirdPartySecurityReview@pge.com.

Violations of any of the above will result in termination of Suppliers' contract with PG&E.

Report Lost or Stolen Devices

Immediately report lost or stolen devices to PG&E's Security Control Center at [1-800-691-0410](tel:1-800-691-0410).

Report computer system or network security breaches

Any suspected or actual breach of PG&E computer systems or network security must be reported immediately to Cybersecurity's 24-hour emergency hotline at [1-800-691-0410](tel:1-800-691-0410), and assistance must be provided in the investigation as needed.



- **Network and Premises Access Permission:** Suppliers who require physical access to PG&E facilities on other than an incidental basis, or who require access to the PG&E computer network for purposes of performing services for PG&E, must obtain a PG&E contractor identity badge from PG&E Corporate Security and a LAN ID from the PG&E IT Service Desk for PG&E to monitor activity on the PG&E network and premises.

Any Supplier who attempts to enter PG&E premises or attempts to remotely access PG&E computer networks without signing all appropriate PG&E access forms, including an approved nondisclosure agreement, and without PG&E's written consent, is subject to immediate and permanent removal from all PG&E premises and from further work on PG&E projects, and the contract with the employer of such person shall be subject to immediate termination, in addition to all other legal remedies PG&E might have.

Suppliers who have not obtained a PG&E badge from Corporate Security shall comply with all building entry protocols, including but not limited to registering at security desks, receiving visitors' badges, or obtaining other temporary guest identification, as appropriate, before entering PG&E premises. Suppliers must visibly display their PG&E identity badges or guest badges/identifications at all times while working on PG&E premises. Suppliers who violate this security requirement may be subject to immediate and permanent removal from all PG&E premises and from further work on PG&E projects, and the contract with the employer of such persons may be subject to immediate termination.

- **Business Continuity:** PG&E expects its Suppliers to have business continuity plans in place, to test those plans and to exercise those plans so that their business is able to operate on a continual basis with minimal interruption of supply in the event of an emergency, crisis situation, natural disaster or terrorist/security related event. Suppliers that support PG&E's real-time operation and financial functions may be asked to provide copies of their plans, exercise records and training records to PG&E.



- **California Consumer Privacy Act (“CCPA”):** Suppliers understand that PG&E is a “business” regulated pursuant to the CCPA and is required to comply with its implementing regulations. When Suppliers collect personal information on behalf of PG&E or receive personal information from PG&E, or its designee, Supplier is a “Service Provider” or “Contractor” pursuant to the CCPA. Personal information shall refer to information of PG&E employees, contractors, agents, or customers. In those instances, Supplier shall comply with its obligations as a Service Provider or Contractor under the CCPA and will notify PG&E at vendorprivacy@pge.com if it is unable to do so.
- **Management Systems:** Suppliers shall support compliance with this Code of Conduct by establishing pertinent policies and processes appropriate for the nature and scale of operations, including the following: management commitment; accountability and responsibility; identification of legal and customer requirements; risk/issues assessment; risk/issues mitigation (procedural and physical controls); change management; emergency preparedness; training and competency; communications; monitoring, measuring and reporting performance; audits and assessments; compliance, ethics, safety performance; incident reporting, investigation and corrective action process; target setting and continual improvement process. PG&E may require Suppliers to demonstrate compliance with this Code. Failure to comply with the expectations outlined could result in termination of your assignment and/or contract, and may result in criminal prosecution.



Raising concerns

PG&E takes reports of misconduct and unsafe work practices seriously. If Suppliers are aware of potential supplier or employee misconduct, including but not limited to fraud, records falsification, embezzlement, kickbacks, and/or unsafe practices, Suppliers are obligated to speak up by contacting the Suppliers' PG&E business contact or PG&E's Ethics and Compliance Helpline.

If investigation of allegations of a Supplier's misconduct confirms that the misconduct did occur, then PG&E may terminate its contract with the Supplier.

PG&E prohibits retaliation against anyone who raises good faith concerns or has cooperated in an investigation. Suppliers may not retaliate, threaten retaliation or tolerate retaliation observed against another Supplier. A Supplier who speaks up will not be put at any disadvantage by PG&E as a result of the report. PG&E will investigate any reports of retaliation and take appropriate action.

Contact the Ethics and Compliance Helpline 24/7 at [1-888-231-2310](tel:1-888-231-2310), pgecorp.ethicspoint.com or EthicsComplianceHelp@pge.com to request guidance or report violations of the Supplier Code of Conduct, accounting issues or illegal activity. The Helpline is an all-purpose resource for raising concerns or seeking guidance. Concerns can be reported anonymously.

In addition to the requirements contained in this Code, Suppliers must comply with all applicable laws, regulations, and obligations in any contract a supplier may have with us. Failure to comply with the expectations outlined can result in termination of your assignment and/or contract and may also result in criminal prosecution. Suppliers will cooperate with any information requests or audits initiated to confirm their fulfillment of these responsibilities. Should any supplier fail to meet these responsibilities, PG&E may terminate its contract with the Supplier. This Supplier Code of Conduct is not a contract. It does not confer rights on any Supplier, nor does it impose obligations on PG&E. In case of a conflict between the Supplier Code of Conduct and your contract, the terms of your contract prevail.